



15 January 2020

Lydia Borland  
President  
LB International Solutions LLC  
1318 Riggs Street, NW  
Washington, DC 20009

Dear Lydia:

Greenberg Traurig LLP ("Greenberg") has been engaged by the Government of the Republic of Turkey ("Turkey") to provide, as an independent contractor, lobbying and government relations services to Turkey, in accordance with the provisions of an agreement between Turkey and Greenberg ("Services Agreement"). An executed copy of the Services Agreement is attached as Appendix 1. The provisions of the Services Agreement are incorporated herein and made a part hereof.

With this agreement, Greenberg is engaging LB International Solutions LLC ("LB International") to provide, as a subcontractor to Greenberg, certain of the services that are to be provided by Greenberg to Turkey in accordance with the provisions of the Services Agreement. The services to be provided by LB International consist of the services identified and described in Appendix 2 and such other services as Greenberg and you may agree from time to time.

The term of LB International's engagement as a subcontractor is January 15, 2020 until December 31, 2020. The engagement may be terminated by Greenberg or by you at any time by notice delivered to the other 14 days in advance of the effective date of termination.

As compensation for the services rendered by LB International during the period of your engagement, Greenberg will pay LB International an annual total of \$270,000.00, payable quarterly in four equal installments as specified in the attached Services Agreement. The amount of the fees payable to LB International in or for any month in which the termination of the engagement occurs will be prorated on the basis of the number of days in that month prior to the effective date of termination.

Greenberg and Turkey, in accordance with the provisions of the Services Agreement, have agreed the amounts due as fees for services performed by Greenberg and by LB International as a subcontractor to Greenberg will be paid to Greenberg by Turkey in four installments. LB International agrees that the obligation of Greenberg to make quarterly payments is contingent upon the receipt of payment from Turkey. The fees due LB International as compensation for the services rendered in each period or portion thereof will be paid to you by Greenberg not more than ten days after the receipt by Greenberg from Turkey of the amount due as fees for services rendered by Greenberg and by you in that period.

Unless and except as Greenberg and LB International otherwise agree, all costs and expenses incurred by you in the performance of the services to be provided by you in the period of your engagement will be borne and paid by you.

The relationship between Greenberg and you will be that of independent contractor and not that of partners, joint venturers, principal and agent or otherwise. Without the prior consent of the other, neither will be authorized to bind or obligate the other or, except as provided herein and in the Services Agreement, to act for or on behalf of the other.

LB International has represented to Greenberg that LB International's engagement by Greenberg, and the performance of the services to be rendered by LB International as a subcontractor, do not and will not constitute a default or breach of the provisions of any agreement or contract between LB International and any other person or a violation of any fiduciary or other obligation or duty of LB International to any other person.

In the event of any dispute arising under or related to this agreement, LB International and Greenberg Traurig agree to submit the Matter to a single arbitrator in Washington, DC selected by the two parties, and if no agreement can be reached then an arbitrator selected by the American Arbitration Association ("AAA"). The arbitration is to be conducted in accordance with Commercial Arbitration Rules of the AAA, using the law of the District of Columbia (other than its conflict laws), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that arbitration under this paragraph shall provide the exclusive means for resolving any dispute arising under or relating to this agreement, including the services performed thereunder.

LB International agrees to comply with and to be bound by all of the provisions of the Services Agreement that are applicable to LB International as a subcontractor to Greenberg.

All notices, consents, and other communications by, to and between Greenberg and LB International hereunder will be in writing and will be deemed to have been given or delivered and received when personally delivered, or when delivered, and receipt confirmed, by a nationally recognized overnight courier service, when mailed by certified mail, postage prepaid and return receipt requested, or when transmitted, and receipt confirmed, by facsimile or electronic mail to Greenberg Traurig LLP at 2101 L Street, NW, Suite 1000, Washington, DC 20037, Facsimile Number (202) 331-3101 or Email Address: [mangasr@gtlaw.com](mailto:mangasr@gtlaw.com) Attention: Robert Mangas, and to LB International Solutions LLC, 1318 Riggs Street, NW, Washington, DC 20009, Attention: Lydia Borland, or Email Address: [lydiaborland@gmail.com](mailto:lydiaborland@gmail.com), or to either at such other address, facsimile number or email address as may be specified by notice to the other.

Neither Greenberg nor LB International may assign the agreements contained herein or any interest therein without the consent of the other.

This letter contains all of the agreements between Greenberg and LB International with respect to LB International's engagement as a subcontractor to Greenberg.


The invalidity or unenforceability of any provision of any of the agreements contained herein will not affect the validity or enforceability of any other provision.

These agreements will be performed in the District of Columbia and will be construed and enforced in accordance with the laws thereof than its rules with respect to conflicts of law.

The foregoing agreements and the rights and obligations of each of Greenberg and LB International thereunder will survive the termination of LB International's engagement as a subcontractor to Greenberg and will be binding upon and inure to the benefit of each of Greenberg and LB International and its respective affiliates, successors and assigns.

Please acknowledge your approval and acceptance of the foregoing agreements by executing and returning to me one of the enclosed copies of this letter. This letter, when executed by you and returned to me, will constitute a binding agreement between Greenberg Traurig and LB International that will be enforceable in accordance with its terms and that cannot be modified or amended or terminated except by written instrument executed by Greenberg Traurig and LB International.

Sincerely,

  
Robert Mangas  
Shareholder, Greenberg Traurig LLP

Lydia Borland hereby acknowledges her approval and acceptance of the foregoing agreements between LB International Solutions LLC and Greenberg Traurig LLP.

Date: 1-22-2020

By:   
Lydia Borland  
President  
LB International Solutions LLC



Appendix 1

**SERVICES AGREEMENT**

THIS AGREEMENT is made between the Government of the Republic of Turkey ("Turkey"), a foreign sovereign, and Greenberg Traurig LLP ("Greenberg").

1. Term: This Agreement shall be for eleven and one half months, commencing 15 January 2020 and expiring 31 December 2020. Its terms may be renewed for additional successive one-year periods upon the explicit written assent of both parties.

2. Services: Greenberg agrees to provide lobbying and government relations services to Turkey, which shall consist of those services ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and Executive Branch. These services shall include, but not be limited to:

- (a) Proposing and pursuing passage of legislation and other U.S. government action that promotes Turkey's interests and provides a positive image of Turks, Turkey, and the United States-Turkey relationship;
- (b) Preserving and enlarging the Congressional Caucus on Turkey and Turkish Americans;
- (c) Educating Members of Congress and the Administration on issues of importance to Turkey;
- (d) Promptly notifying Turkey of any action in Congress or the Executive Branch on issues of importance to Turkey;
- (e) Preparing brief analyses of developments in Congress and the Executive Branch on particular issues of concern to Turkey;
- (f) Identifying official gatherings and social events to which Embassy personnel ought attend, including to the extent possible, obtaining the necessary invitations;
- (g) Identifying and/or arranging speaking engagements locally and nationally for Embassy personnel or their appointed or suggested proxies in settings that will improve Turkey's image and advance its causes on Capitol Hill. Such would be, if so directed by Turkey, coordinated with Turkey's existing public relations service provider[s]; and
- (h) Maintaining and forging alliances with other interest groups whose goals are similar to or shared by Turkey.

3. Personnel and Other Service Providers:

- (a) Except as noted below, Greenberg shall compose its own team to achieve the best possible results in providing the services described above. It will provide Turkey at the earliest possible date a list of personnel, including an indication of their areas of expertise and/or how they will be utilized. This list will be updated from time to time as required.
- (b) Greenberg will retain the services of Capitol Counsel, LLC to serve as a subcontractor on this matter according to the following terms:
  - i. Term of Subcontract: The subcontract shall commence on 15 January 2020 and expire 31 December 2020, subject to subsequent renewal upon the mutual assent of the parties.
  - ii. Fees for Subcontractor: Capitol Counsel, LLC shall be paid a fee of \$                for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to Greenberg (clause 4 below). Greenberg is responsible for disbursing the fees to Capitol Counsel LLC on a regular basis.
  - iii. It is understood that Capitol Counsel, LLC shall have the same obligations as Greenberg in this Agreement and that Greenberg and Capitol Counsel, LLC have pledged to work together amicably.
- (c) Greenberg will retain the services of LB International Solutions LLC to serve as subcontractors on this matter according to the following terms:
  - i. Term of Subcontract: The subcontract shall commence on 15 January 2020 and expire 31 December 2020, subject to subsequent renewal upon the mutual assent of the parties.
  - ii. Fees for Subcontractors: LB International Solutions LLC shall be paid a fee of \$270,000.00 for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to Greenberg (clause 4 below). Greenberg is responsible for disbursing the fees to LB International Solutions LLC on a regular basis.
  - iii. It is understood that LB International Solutions LLC shall have the same obligations as Greenberg in this Agreement and that Greenberg and LB International Solutions LLC have pledged to work together amicably.
- (d) Greenberg will retain the services of Venable LLP to serve as a subcontractor on this matter according to the following terms:

- i. Term of Subcontract: The subcontract shall commence on 15 January 2020 and expire 31 December 2020, subject to subsequent renewal upon the mutual assent of the parties.
    - ii. Fees for Subcontractor: Venable LLP shall be paid a fee of \$            for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to Greenberg (clause 4 below). Greenberg is responsible for disbursing the fees to Venable LLP on a regular basis.
    - iii. It is understood that Venable LLP shall have the same obligations as Greenberg in this Agreement and that Greenberg and Venable LLP have pledged to work together amicably.
  - (e) Greenberg may retain the services of additional subcontractors and consultants as deemed necessary to assist the firm. Such additional subcontractors and consultants may be retained and terminated at Greenberg's discretion. Greenberg shall be solely responsible for compensating any such additional subcontractors and consultants.
  - (f) Should for any reason Turkey request that Greenberg discontinue the services of any subcontractor named in this Agreement, Greenberg shall immediately terminate the relevant subcontract, applying the same terms described in Item 6 below.
  - (g) Greenberg agrees to share information and work amicably with Turkey's other service providers as identified by the Turkish Embassy.
4. Fees: Turkey agrees to pay Greenberg a total of \$1,538,000.00 in US dollars for the services described in this Agreement to be performed by Greenberg, the subcontractors listed above, and any additional subcontractors that it may retain. The payments to Greenberg shall be made in the following installments: \$384,500 no later than 31 March 2020; \$384,500 no later than 30 June 2020; \$384,500 no later than 30 September 2020; and \$384,500 no later than 31 December 2020. Prior to these payments, Greenberg shall submit a written report to Turkey about its work during the preceding period as described in Section (7) below.
5. Additional Costs and Expenses: Should Greenberg incur extraordinary costs and expenses on Turkey's behalf that are not otherwise contemplated in the fees described above, Turkey shall reimburse these costs provided that Turkey gives explicit advance approval.
6. Termination:
- (a) This Agreement shall terminate upon its natural expiration if not renewed.

- (b) Either party may terminate this Agreement at any time prior to its natural expiration subject to fourteen (14) days advance written notice. In this event, Turkey shall pay Greenberg its pro-rata share of earned fees apportioned on a daily basis through the end of the notice period.
- (c) Should this Agreement terminate prior to its natural expiration, any fees paid to Greenberg by Turkey that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by Greenberg to Turkey.

7. Monthly Reporting and Quarterly Performance Assessment: Greenberg shall provide monthly a written report to Turkey succinctly describing its work on Turkey's behalf. Such reports need not include calculations of the time spent by the individual members of the Greenberg team. Further, every three months, or as often as Turkey may desire, Greenberg shall present to Turkey a written assessment of its performance during the preceding period. If, upon reviewing the assessment, Turkey is not satisfied with Greenberg's performance, Turkey may, at its sole discretion, terminate this Agreement according to the terms stated herein.

8. Privileged Information: Greenberg will use all permissible efforts to protect privileged communications or other confidential information developed by it or provided to it by Turkey during the term of this Agreement. This obligation shall survive the termination of this Agreement and any renewals for a period of not less than two years. Upon the termination of this Agreement and any renewals Turkey may request from Greenberg the return of any documents or other information provided by Turkey.

9. Registration and Disclosure: Greenberg and any subcontractors it may employ shall separately and individually comply with any and all restrictions and requirements, including filing and other disclosure, of the Foreign Agents Registration Act, the Lobbying Disclosure Act, the Ethics Reform Act of 1989, the Foreign Corrupt Practices Act, the Honest Leadership and Open Government Act, and other applicable laws and regulations of the United States and the District of Columbia.

10. Conflicts: Turkey acknowledges Greenberg's breadth of practice, which may give rise to the potential that it may represent clients in unrelated matters whose interests are contrary to Turkey's. Nonetheless, even the appearance of a conflict could render unproductive the relationship contemplated by this Agreement. Therefore, Greenberg shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. To that end, Greenberg shall comply with all applicable provisions of the District of Columbia Bar Code of Professional Conduct.

It shall also immediately assess whether it represents any clients whose interests are contrary to Turkey. If so, then it shall inform Turkey, and then Turkey and Greenberg shall work together to determine whether and how to resolve any apparent or actual conflict. Only on a case-by-case basis will Turkey acknowledge that a concurrent representation in an unrelated matter is appropriate. In order to assist in the process of identifying potential conflicts, Greenberg shall consult with the Turkish Embassy's

legal counsel in identifying those issues, which, if addressed in other client matters, may present a conflict.

11. Choice of Law: This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Turkey. The Turkish Republic courts located in Ankara, Turkey shall be the venue for resolving any dispute related to the interpretation and application of this Agreement that cannot otherwise be settled amicably by the parties.

12. Power to Bind: Absent the express written consent of Turkey, neither Greenberg nor its consultants and subcontractors have authority to bind Turkey in any manner whatsoever.

**FOR THE GOVERNMENT OF THE  
REPUBLIC OF TURKEY**

\_\_\_\_\_  
By: H.E. Serdar Kılıç  
Turkish Ambassador to the United States

\_\_\_\_\_  
Date

**FOR GREENBERG TRAURIG LLP**

\_\_\_\_\_  
By: Robert Mangas  
Billing Shareholder

\_\_\_\_\_  
Date



**Appendix 2 - Services to be Provided by LB International Solutions LLC**

As a Subcontractor to  
Greenberg Traurig LLP ("Greenberg") in its  
Representation of the Government of Turkey  
15 January 2020 through 31 December 2020

For the duration of the contract period, the subcontractor agrees to perform the following services at the direction of and in coordination with the Embassy of Turkey ("Embassy") and Greenberg (Team Leader):

1. Participate in weekly strategic planning sessions with Greenberg, other subcontractors and the Embassy to develop and fine tune an advocacy plan for the Executive and Legislative Branches in support of the Government of Turkey.
2. Carry out assignments, as directed, to educate and reeducate elected and appointed policymakers and opinion leaders about the Republic of Turkey, its strong friendship and continued support of United States diplomatic, foreign policy and military efforts, and the important strategic bilateral relationship between the United States and Turkey.
3. Solicit additional membership participation in the Congressional Caucus on Turkey.
4. Gather information about legislative activities and oversight hearings in the House and Senate and report back regularly to the Embassy through Team Leader.
5. Identify legislators and opportunities for positive congressional activities in support of Turkey's strategic relationship.
6. Propose and participate in events at the Embassy and other venues, as directed, in support of the advocacy plan.
7. Work with the Embassy's public relations team to identify opportunities for participation by the Ambassador and Embassy staff in conferences, speaking engagements, policy discussions, and other events to project Turkey's image and interests in Washington, DC.